

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

VORTEX, INC.,

PLAINTIFF,

v.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE A,

DEFENDANTS.

CASE NO.: 24-cv-12996

JUDGE CHARLES P. KOCORAS

MAGISTRATE JUDGE BETH W. JANTZ

FINAL JUDGMENT ORDER

This action, having been commenced by Vortex, Inc. (“Vortex” or “Plaintiff”) against the Defendants identified on Schedule A to the Complaint, and using the online marketplace accounts therein (the “Defendant Internet Stores” or “Seller Aliases”), and Vortex, having moved for entry of Default and Default Judgment against the Defendants identified on the Amended Schedule A, attached hereto (collectively, the “Defaulting Defendants”);

This Court, having entered upon a showing by Vortex, a Temporary Restraining Order and Preliminary Injunction against Defaulting Defendants, which included an asset restraining order;

Vortex, having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or email, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and,

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defaulting Defendants, since the Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. In the context of similar cases, “. . . a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state).” *Am. Bridal & Prom Indus. Ass’n v. P’ships & Unincorporated Ass’ns Identified on Schedule A*, 192 F.Supp.3d 924, 934 (N.D. Ill. 2016). In the present case, Plaintiff has presented screenshot evidence that each Defaulting Defendant Internet Store is reaching out to do business with Illinois residents, by operating one or more commercial, interactive Internet Stores, through which Illinois residents can and do purchase products using counterfeit versions of Plaintiff’s Trademarks and Copyrights (the “Counterfeit Products”). See Docket No. [15], which includes screenshot evidence, confirming that each Defaulting Defendant does stand ready, willing, and able to ship the counterfeit goods to customers in Illinois, and the goods of which bear infringing and/or counterfeit versions of the TCM Trademarks, identified in Exhibit 1 to the Complaint, and/or which bear versions or derivative content of the TCM Copyrights, identified in Exhibit 2 to the Complaint.

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, *et seq.*), and willful copyright infringement, pursuant to 17 U.S.C. § 504(c).

IT IS HEREBY ORDERED that Vortex's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default, and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the TCM Trademarks and Copyrights, or any reproductions, counterfeit copies, or colorable imitations thereof, in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine TCM Product or not authorized by Vortex to be sold in connection with the TCM Trademarks and Copyrights;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine TCM Product or any other product produced by Vortex, that is not Vortex's or not produced under the authorization, control or supervision of Vortex and approved by Vortex, for sale under the TCM Trademarks and Copyrights;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Vortex, or are sponsored by, approved by, or otherwise connected with Vortex;
 - d. further infringing the TCM Trademarks and Copyrights and damaging Vortex's goodwill;
 - e. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Vortex, nor authorized by Vortex to be sold or offered for

sale, and which bear any of the TCM Trademarks and Copyrights, or any reproductions, counterfeit copies or colorable imitations thereof;

f. using, linking to, transferring, selling, exercising control over, or otherwise owning the online marketplace accounts, or any other domain name or Seller Alias account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit or infringing products; and,

g. operating and/or hosting websites at any other online marketplace or domain name registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the TCM Trademarks and Copyrights, or any reproductions, counterfeit copies, or colorable imitations thereof, that is not a genuine TCM Product, or not authorized by Vortex to be sold in connection with the TCM Trademarks and Copyrights.

2. Those in privity with Defaulting Defendants, and with actual notice of this Order, including any online marketplaces, including but not limited to, Alibaba Group Holding Ltd., Alipay.com Co., Ltd. (“Alipay”), AliExpress, Inc. (“AliExpress”) and any related Alibaba entities (collectively, “Alibaba”), Amazon, Inc. (“Amazon”), eBay, Inc. (“eBay”), DHGate.com (“DHGate”), Printerval, Temu, and Walmart.com (“Walmart”) (collectively referred to as the “Online Marketplaces”), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant domain names, and domain name registrars, shall within five (5) business days of receipt of this Order:

a. Disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the TCM Trademarks and Copyrights, including any accounts associated with the Defendants;

- b. Disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the TCM Trademarks and Copyrights; and,
- c. Take all steps necessary to prevent links to the Seller Aliases identified on Schedule A from displaying in search results, including, but not limited to, removing links to the Seller Aliases from any search index.

3. Pursuant to 15 U.S.C. § 1117(c)(2), Vortex is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful use of counterfeit TCM Trademarks on products sold through at least the Defendant Internet Stores.

4. Pursuant to 17 U.S.C. § 504(c)(2), Vortex is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful copyright infringement of the TCM Copyrights.

5. Any third party who is providing services for any of the Defendants, or in connection with any of Defendant's websites at the online marketplace accounts or other websites operated by Defendants, including, without limitation, the Online Marketplaces, payment processors including eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), Payoneer, Inc. ("Payoneer"), Stripe, Inc. ("Stripe"), , Amazon Payments, Inc. ("Amazon"), DHGate.com ("DHGate"), DHGate.com ("DHGate"), Printerval, Temu, Walmart.com ("Walmart") and Alipay US, Inc. ("Alipay") (collectively referred to herein as "Third-Party Payment Providers"), any other payment processor, banks, and/or merchant account providers, shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' online marketplace

accounts or websites, from transferring or disposing of any money or other of Defaulting Defendants' assets.

6. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by the Online Marketplaces and Third-Party Payment Providers, are hereby released to Vortex as partial payment of the above-identified damages, and the Online Marketplaces and Third-Party Payment Providers are ordered to release to Vortex the amounts from Defaulting Defendants' financial accounts within ten (10) business days of receipt of this Order.

7. Until Vortex has recovered full payment of monies owed to it by any Defaulting Defendant, Vortex shall have the ongoing authority to serve this Order on the Online Marketplaces, Third-Party Payment Providers, and any banks, savings, and loan associations, other third-party payment processors, or other financial institutions, for any Defaulting Defendant or any of Defaulting Defendants' online marketplace accounts or websites, in the event that any new accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Third-Party Providers shall within five (5) business days:

- a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' online marketplace accounts or Defaulting Defendants' websites, including, but not limited to, any accounts connected to the information listed on Schedule A and the email addresses associated with the Defendants that are identified by either Defendants or third-parties;
- b. Restrain and enjoin such accounts or funds that are based internationally, from transferring or disposing of any money or other assets of Defaulting Defendants; and,

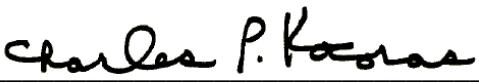
- c. Release all monies restrained in Defaulting Defendants' accounts to Vortex, as partial payment of the above-identified damages;
- d. Upon Plaintiff's request, the Internet marketplace website operators and/or administrators for the Seller Aliases shall disable and/or cease facilitating access to the Seller Aliases, including any other online marketplace accounts or seller alias names identified and/or being used and/or controlled by Defaulting Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing and/or using counterfeit and infringing copies or reproductions of Plaintiff's TCM Trademarks and Copyrights.

8. In the event that Vortex identifies any additional online marketplace accounts, domain names, third-party payment processors, and/or financial accounts owned by Defaulting Defendants, Vortex may send notice of any supplemental proceeding to Defaulting Defendants by email at the email addresses originally identified and served, and any email addresses provided for Defaulting Defendants by third-parties.

9. The bond posted by Plaintiff in the amount of \$10,000.00, and any applicable or earned interest, is hereby ordered released by the Clerk to Plaintiff or Plaintiff's counsel.

This is a Final Judgment.

Dated: April 11, 2025



United States District Court Judge Charles P. Kocoras

**UNITED STATES DISTRICT COURT
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FUZHOU NICROLANDEE ARTS & CRAFT CO.,
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DEFENDANTS.

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JUDGE CHARLES P. KOCORAS

MAGISTRATE JUDGE BETH W. JANTZ

SCHEDULE A

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
1	Fuzhou Nicrolandee Arts & Craft Co., Ltd.	https://nicroparty.en.alibaba.com
2	Guangzhou Manping Trading Firm	https://manping.en.alibaba.com
3	Henan Xingqu Toys Co., Ltd.	https://xingqu.en.alibaba.com
4	Huiyang Xinxu Tianxing Latex Products Factory	https://gdtianxing.en.alibaba.com
5	Huizhou Taijoy Technology Co., Ltd.	https://plustoys.en.alibaba.com
6	Shenzhen Hongnuo Garment Trade Import And Export Co., Ltd.	https://hnfs.en.alibaba.com
7	Shenzhen Newstar Electronic Technology Co., Ltd.	http://sznewstar.en.alibaba.com
8	Tonglu Qinyang E-Commerce Co., Ltd.	https://tlqy.en.alibaba.com
9	Yiwu City Langer Trading Firm	https://ywlanger.en.alibaba.com
10	YIWU HUIQUAN GARMENT CO.,LTD.	https://huiquanmask.en.alibaba.com
11	Yiwu Yili Trading Firm	https://yilimorting.en.alibaba.com
12	ALIEX PREESS B110 Store	aliexpress.com/store/1103950363
13	ALIEX PREESS B99 Store	aliexpress.com/store/1103931243
14	BBaduos Store	aliexpress.com/store/1101718391
15	Clever Cotton Store	aliexpress.com/store/1103812147
16	CosMask Store	aliexpress.com/store/1104129194
17	Cosplay World Store	aliexpress.com/store/1103671112
18	Cotton T-shirt Of Good Quality PK666 Store	aliexpress.com/store/1102435917
19	CSWXD Store	aliexpress.com/store/1103874621
20	DX44A Store	aliexpress.com/store/1103887485
21	E65SX Store	aliexpress.com/store/1103877550
22	EE50Z Store	aliexpress.com/store/1103854455

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
23	Factory Suppliers Store	aliexpress.com/store/1101629364
24	Funny Tee Store	aliexpress.com/store/1103569666
25	Global Top Men Clothing Store	aliexpress.com/store/1102857865
26	GSIA5 Store	aliexpress.com/store/1104001617
27	GT15D Store	aliexpress.com/store/1103886472
28	Jupiter Festival Store	aliexpress.com/store/1103852419
29	KA87A Store	aliexpress.com/store/1103754158
30	LJMAY Store	aliexpress.com/store/1101495572
31	MaskONE Store	aliexpress.com/store/1104032501
32	MQZIA Store	aliexpress.com/store/1103856466
33	ON21D Store	aliexpress.com/store/1103858250
34	QZA96 Store	aliexpress.com/store/1103269240
35	Ry Boutique Stores Store	aliexpress.com/store/1103882158
36	Ry Premium Tools Store	aliexpress.com/store/1103764560
37	S41ZQ Store	aliexpress.com/store/1103854459
38	Sazz6 Store	aliexpress.com/store/1103520296
39	Shop Anime Cosplay Mask Store	aliexpress.com/store/1104037413
40	Shop1102373654 Store	aliexpress.com/store/1103197014
41	Shop1102812394 Store	aliexpress.com/store/1102811378
42	Shop1103311685 Store	aliexpress.com/store/1103317654
43	Shop1103393435 Store	aliexpress.com/store/1103399458
44	Vintage T-shirt Store	aliexpress.com/store/1103477545
45	Shop1103507089 Store	aliexpress.com/store/1103510080
46	Shop1103508277 Store	aliexpress.com/store/1103511288
47	Shop1103541075 Store	aliexpress.com/store/1103515716
48	Shop1103614606 Store	aliexpress.com/store/1103611619
49	Shop1103619084 Store	aliexpress.com/store/1103619085
50	Shop1103675587 Store	aliexpress.com/store/1103675588
51	Shop1103712404 Store	aliexpress.com/store/1103714421
52	Shop1103720530 Store	aliexpress.com/store/1103720531
53	Shop1103742529 Store	aliexpress.com/store/1103732712
54	Shop1103751114 Store	aliexpress.com/store/1103740853
55	Shop1103754078 Store	aliexpress.com/store/1103755040
56	Shop1103755039 Store	aliexpress.com/store/1103749108
57	Shop1103757319 Store	aliexpress.com/store/1103757320
58	Shop1103935062 Store	aliexpress.com/store/1103942037

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
59	Shop1103940036 Store	aliexpress.com/store/1103936054
60	Shop1103945034 Store	aliexpress.com/store/1103937047
61	Shop1103977010 Store	aliexpress.com/store/1103985006
62	Shop1103977061 Store	aliexpress.com/store/1103977062
63	Shop1103999751 Store	aliexpress.com/store/1103999752
64	Shop1104031591 Store	aliexpress.com/store/1104027634
65	Shop1104041029 Store	aliexpress.com/store/1104035928
66	Shop1104057607 Store	aliexpress.com/store/1104059563
67	Shopsft1103939383 Store	aliexpress.com/store/1103939384
68	The More We Get Together Store	aliexpress.com/store/1103615494
69	Top Sale Store	aliexpress.com/store/1101878166
70	Us6f1 Store	aliexpress.com/store/1103525068
71	Vintage 90s Tshirt Store	aliexpress.com/store/1102348057
72	XAZ0W Store	aliexpress.com/store/1103879511
73	Ya8wa Store	aliexpress.com/store/1103526067
74	Yvfw1 Store	aliexpress.com/store/1103517350
75	ZAQSA Store	aliexpress.com/store/1103274217
76	A lucky boy	amazon.com/sp?seller=A2KKKGWMCAH4MK
77	DISMISSED	DISMISSED
78	NaiMoDongUs	amazon.com/sp?seller=AQUNVDVA0BBMW
79	DISMISSED	DISMISSED
80	ai829	dhgate.com/store/21815455
81	ai837	dhgate.com/store/21815468
82	allkingline	dhgate.com/store/21988360
83	bailixi09	dhgate.com/store/21583205
84	bxhtqb	dhgate.com/store/21826900
85	channelh	dhgate.com/store/21877663
86	dorothystore	dhgate.com/store/22005595
87	easycozy	dhgate.com/store/22008479
88	ecmuyn	dhgate.com/store/21826861
89	hoodies011	dhgate.com/store/21914288
90	hyf5456	dhgate.com/store/21815355
91	kangdan	dhgate.com/store/20349107
92	liancheng09	dhgate.com/store/21734003
93	luckygirls2024	dhgate.com/store/22002382
94	nhuji	dhgate.com/store/21815086

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
95	oklkuz	dhgate.com/store/21826923
96	omqhcg	dhgate.com/store/21826928
97	tybgt	dhgate.com/store/21815162
98	ufo430	dhgate.com/store/21815361
99	uwmgut	dhgate.com/store/21826939
100	vaiduryd	dhgate.com/store/21928046
101	vgzbvs	dhgate.com/store/21826858
102	xozojc	dhgate.com/store/21826862
103	zhy0877	dhgate.com/store/21815370
104	cineprintsstore	ebay.com/sch/cineprintsstore
105	GoodLuckcome	ebay.com/str/5stars555
106	HOT_Sport-95	ebay.com/usr/hotsport95
107	KC Tee 8	ebay.com/str/kctee8
108	onestopshopheaven	ebay.com/sch/onestopshopheaven
109	print.kr2	ebay.com/str/michaelstshirtsii
110	SeedsOfCraft	ebay.com/str/seedsofcraft
111	shenzhenshengxiruid0	ebay.com/sch/shenzhenshengxiruid0
112	temtop_0	ebay.com/usr/temtop_0
113	thegeekyfactory	ebay.com/str/thegeekyfactory
114	Trend_Sport_95'S	ebay.com/str/trendsport95s
115	TTmodern	ebay.com/str/ktm16822
116	yunchu-0	ebay.com/sch/yunchu-0
117	abbottscoville	printerval.com/shops/abbottscoville
118	agustinagatts	printerval.com/shops/agustinagatts
119	Bluey.store	printerval.com/shops/bluey-store
120	chivasisabella50	printerval.com/shops/chivasisabella50
121	Daczewitz	printerval.com/shops/daczewitz
122	Kroejimmy	printerval.com/shops/kroejimmy
123	oldenakcodymau	printerval.com/shops/oldenakcodymau
124	Schierbrock	printerval.com/shops/schierbrock
125	Sharkey	printerval.com/shops/sharkey
126	Ninakou face mask	temu.com/ninakou---m-634418214878298
127	DISMISSED	DISMISSED
128	Xiyaoparty holiday accessories	temu.com/-accessories-m-634418212724549
129	Beimao material co., ltd	walmart.com/seller/102595050
130	chenwangshangmaoyouxian	walmart.com/seller/101643855

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
131	Fly Bear Store	walmart.com/seller/102560658
132	DISMISSED	DISMISSED
133	DISMISSED	DISMISSED
134	Siirigo	siirigo.com
135	Artsholic	artsholic.com